

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF THEATER PLAZA ASSOCIATES
DISPOSITION PARCEL P-7, SOUTH COVE
URBAN RENEWAL PROJECT, MASS. R-92
SEPTEMBER 29, 1983; REVISED FEBRUARY 19, 1987

WHEREAS, the Boston Redevelopment Authority, hereinafter referred to as the "Authority", has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South Cove Urban Renewal Area, Project No. Mass. R-92, hereinafter referred to as the "Project Area", has been duly reviewed and approved in full compliance with local, State, and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion, or national origin; and

WHEREAS, Theater Plaza Associates has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel P-7 in the South Cove Urban Renewal Project; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Theater Plaza Associates be and is hereby tentatively designated as Redeveloper of Disposition Parcel P-7 in the South Cove Urban Renewal Area subject to:

- (a) Concurrence in the proposed disposal transaction by the Department of Housing and Urban Development;
- (b) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title I of the Housing Acts of 1949, as amended;
- (c) Submission by the Redeveloper to the Authority within fifteen (15) days of a letter of intent in a form acceptable to the Authority in which the Redeveloper agrees to comply with the "Terms and Conditions for Revised Tentative Developer Designation, Parcel P-7/South Cove Urban Renewal Project Area", dated February 19, 1987, and attached hereto.

(d) Submission within ninety (90) days in a form satisfactory to the Authority of:

- (i) Evidence of the availability of necessary equity funds, as needed;
- (ii) Evidence of firm financial commitments from banks or other lending institutions;
- (iii) Design Development Drawings, and Final Working Drawings and Specifications;
- (iv) Proposed development and rental schedule; and
- (v) Lease Payments.

2. That disposal of Parcel P-7 by negotiation is the appropriate method of making the land available for redevelopment.

3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

4. That the Redeveloper be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.

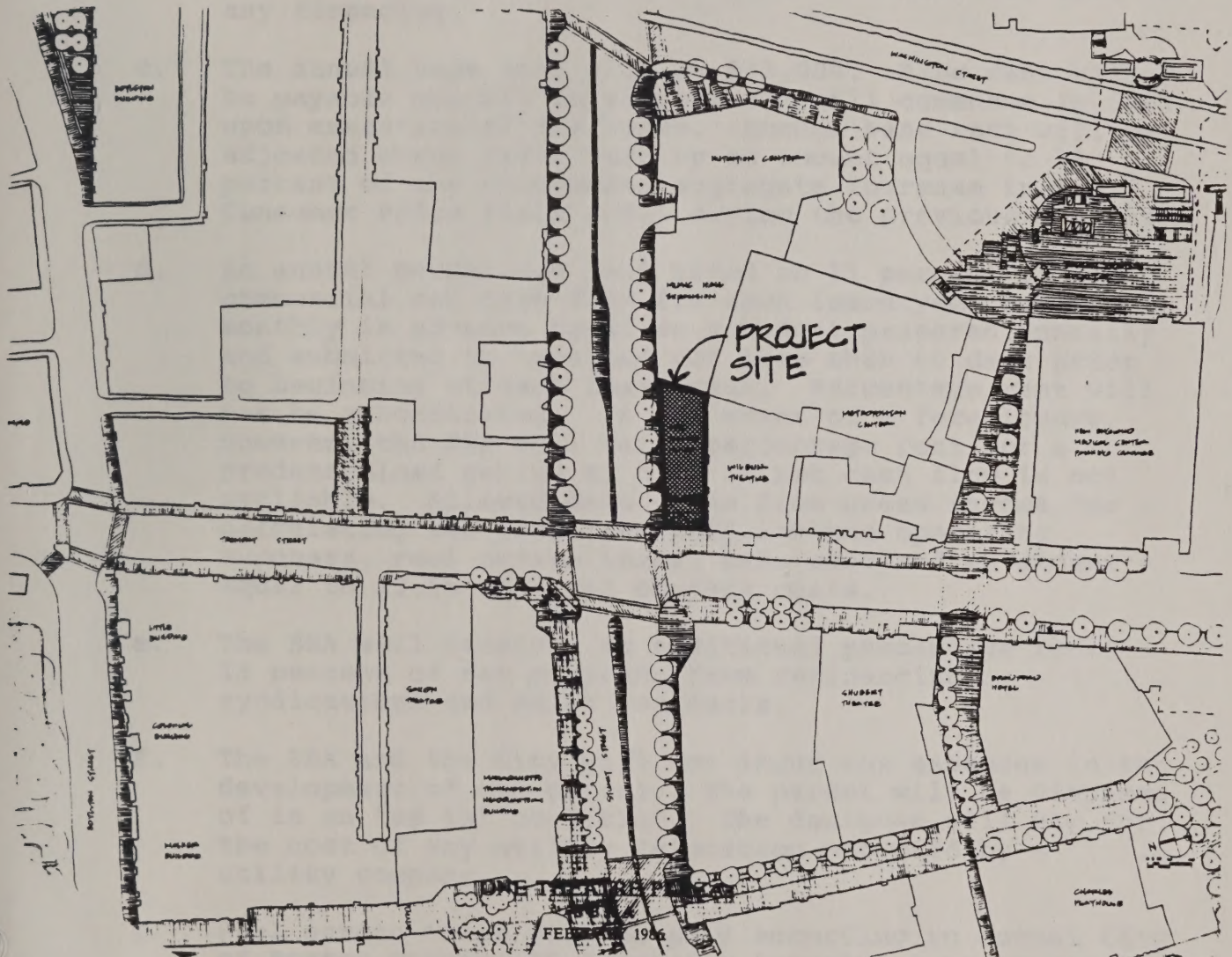
5. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

AC/B

TERMS AND CONDITIONS FOR REVISED TENTATIVE DEVELOPER DESIGNATION
PARCEL P-7/SOUTH COVE URBAN RENEWAL PROJECT AREA
FEBRUARY 19, 1987

1. REDEVELOPMENT SITE

The redevelopment site, which is approximately 4,787 square feet, shall include the area outlined on the map below.



2. FINANCE

- a. The BRA intends to lease the parcel to the designee for a term of 80 years, but will consider selling the property to the designee for a percentage of the gross sales proceeds to be determined prior to final designation.
- b. The BRA will not subordinate its fee interest in the parcel and will not subordinate its annual base rent to any financing.
- c. The annual base rent will be \$33,000. Base rent will be payable monthly in advance and will commence in full upon execution of the lease. Annual base rent will be adjusted every fifth year by an amount equal to 75 percent of the compounded aggregate increase in the Consumer Price Index (CPI) during the previous 5 years.
- d. An annual percentage rent based on 15 percent of commercial net cash flow for each lease year payable monthly in advance based on a budget prepared annually and submitted to Landlord not less than 60 days prior to beginning of each lease year. Percentage rent will not be subordinated. In the event of a foreclosure, however, the BRA will waive percentage rent for a predetermined period of time if net cash flow is not available. Allowed deductions from gross income for calculating net cash flow will include operating expenses, real estate taxes, base rent and an amount equal to 12.5% of total project costs.
- e. The BRA will receive, as additional percentage rent, 15 percent of net proceeds from refinancing, syndications and sales residuals.
- f. The BRA and the City will not incur any expenses in the development of the parcel. The parcel will be disposed of in an "as is" condition. The designee will pay for the cost of any utility relocation not paid by a utility company.
- g. Real estate taxes will be paid according to normal City of Boston Chapter 59 Assessing Department practices.

3. EMPLOYMENT PLANS

- a. The developer will submit a Residents Construction Employment Plan to ensure its contractor and sub-contractors meet the following standards on a craft-by-craft basis: (1) at least 50 percent of the total employees worker hours in each trade will be by bonafide Boston residents; (2) at least 25 percent of the total employee worker hours in each trade will be by minorities; and (3) at least 10 percent of the total employee worker hours in each trade will be by women.

- b. The developer will submit an Employment Opportunity Plan detailing good faith efforts to achieve a goal that 50 percent of the permanent jobs in One Theatre Plaza will be made available to Boston residents.

4. BUILDING HEIGHT AND MASSING

- a. The maximum floor area ratio as defined by the Boston Zoning Code shall not exceed 10 on the redevelopment site.
- b. The highest building element, excluding mechanical and elevator equipment, shall not exceed 135 feet.

5. PUBLIC IMPROVEMENTS

- a. Pedestrian amenities, including brick sidewalks, lighting fixtures, trash receptacles, seasonal sidewalk furniture and landscaping which are consistent with the Park Plaza Project Landscape Plan are required adjacent to the project along Stuart and Tremont Streets.
- b. Two and one-half percent of the above grade construction cost shall be devoted to public art, including Cultural District improvements, in accordance with Authority policies.

6. BUILDING CONSTRAINTS

- a. A 20 foot wide street level easement for a height of 16 feet on the easterly portion of the site must be maintained to allow access to the Wilbur Theater loading dock.
- b. A visual easement must preserve the public view of the 30 foot wide marble, ironwork, and brick forward side elevation of the Wilbur Theater.
- c. No portion of the new structure shall extend into or over the public sidewalks.

7. MATERIALS

Building exterior and side materials should enhance the brick and masonry character of the Theater District.

8. USE

- a. Below-grade and ground floor areas must have retail or restaurant uses which support theater-related activity and are available for daytime use as well.
- b. Office space is the preferred use on upper floors. Institutional use is not permitted.
- c. No on-site parking is allowed.

GENERAL NOTES

REVISIONS

NOTES: SEE REVISIONS AND COMMENTS

SCHEMATIC SUBMISSION

1/20/86

ONE THEATRE PLAZA

WEST ELEVATION

1/20/86

1/20/86

1/20/86

1/20/86

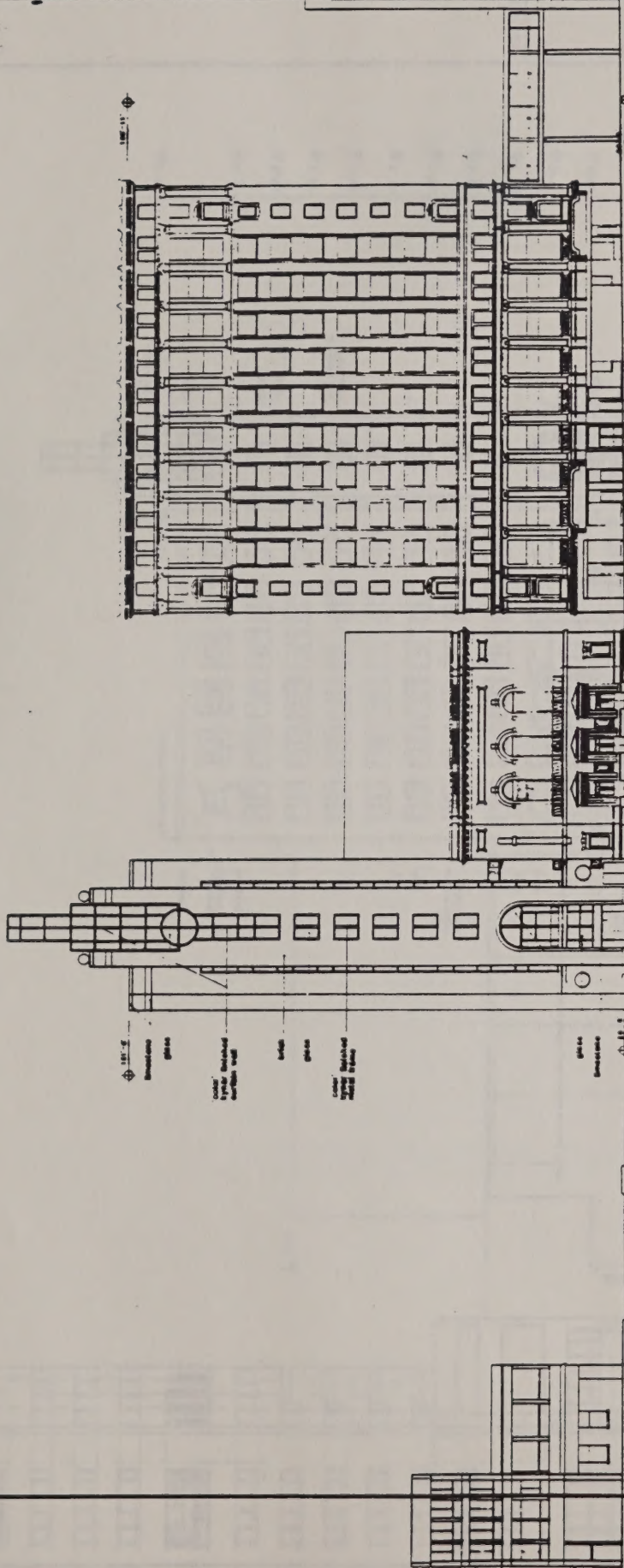
1/20/86

1/20/86

1/20/86

A-4

ONE THEATRE PLAZA
S B R A
JUNE 1986



GENERAL NOTES

REVISIONS

NOTES: SEE SHEET 100-100 FOR 100-100

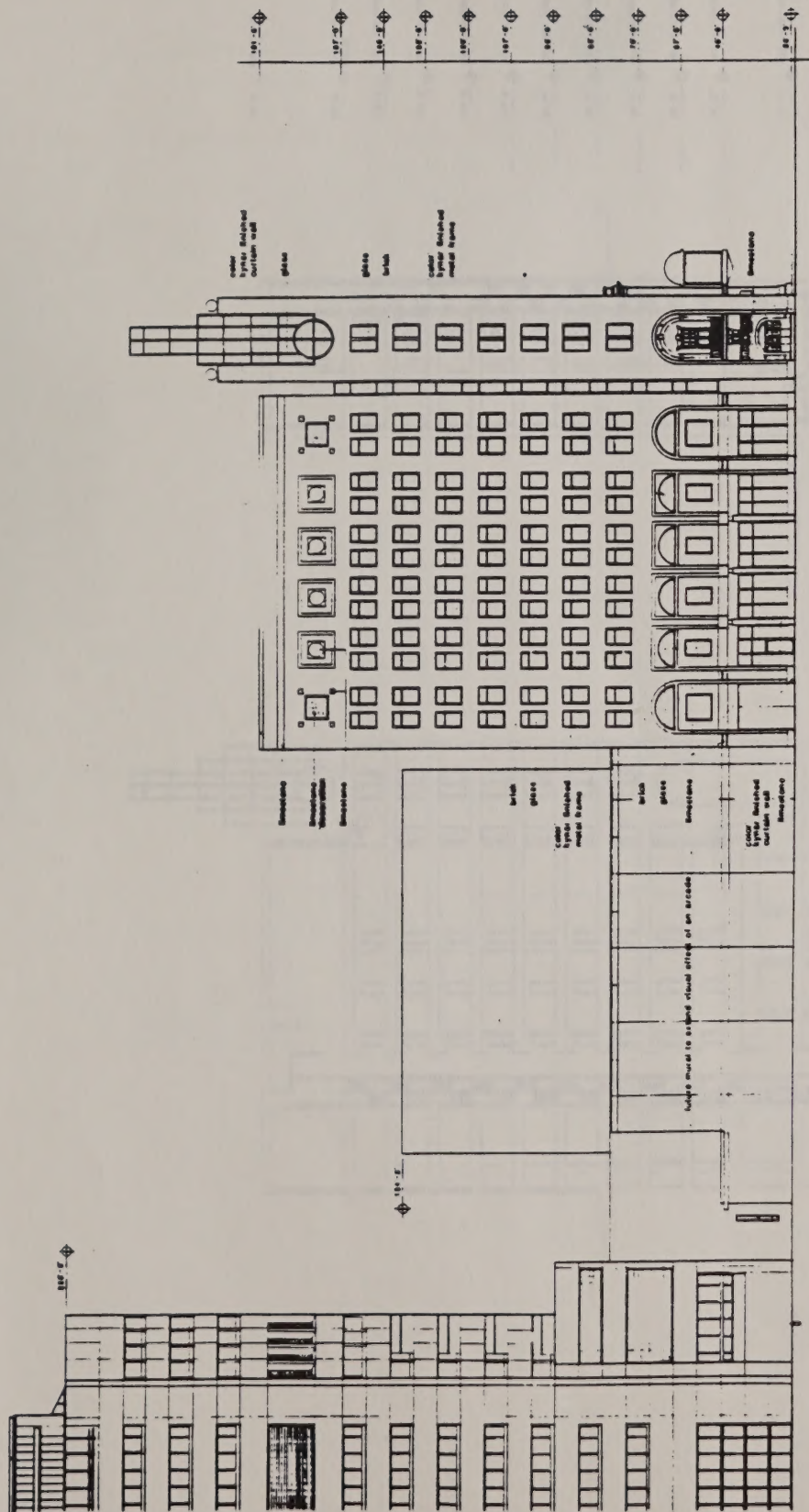
SCHEMATIC SUBMISSION

ONE THEATRE PLAZA

NORTH ELEVATION

A-5

DATE	1986
BY	SBRA
CHECKED	SBRA
DATE	1986



ONE THEATRE PLAZA
SBRA
JUNE 1986

GENERAL NOTES

REVISIONS

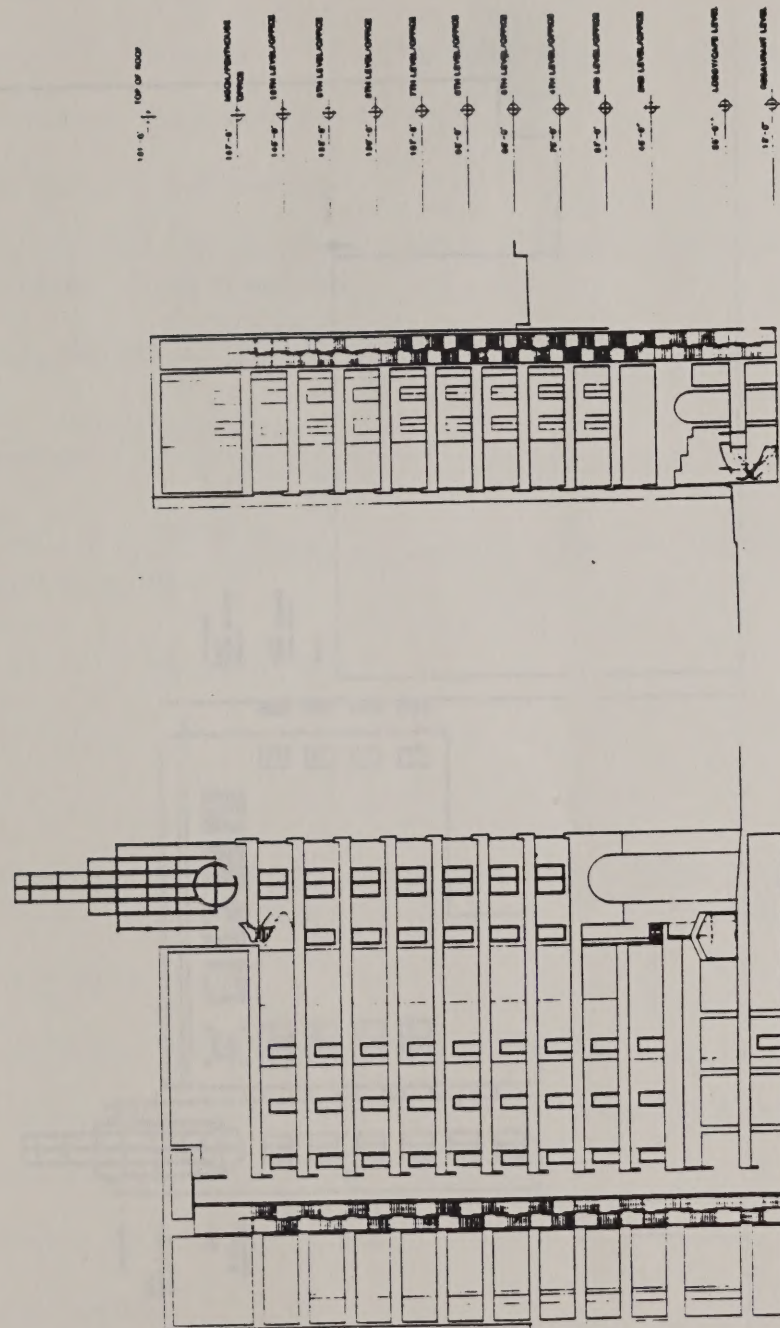
REVIEWED BY: [Signature]
DATE: [Date]

SCHEMATIC SUBMISSION

ONE THEATRE PLAZA

BUILDING SECTIONS

A-3



ONE THEATRE PLAZA

S B R A

JUNE 1986

GENERAL NOTES

REVISIONS

DESIGN: MICHAEL GOODMAN AND ASSOCIATES
1000 15th St. N.W. Washington, D.C. 20005

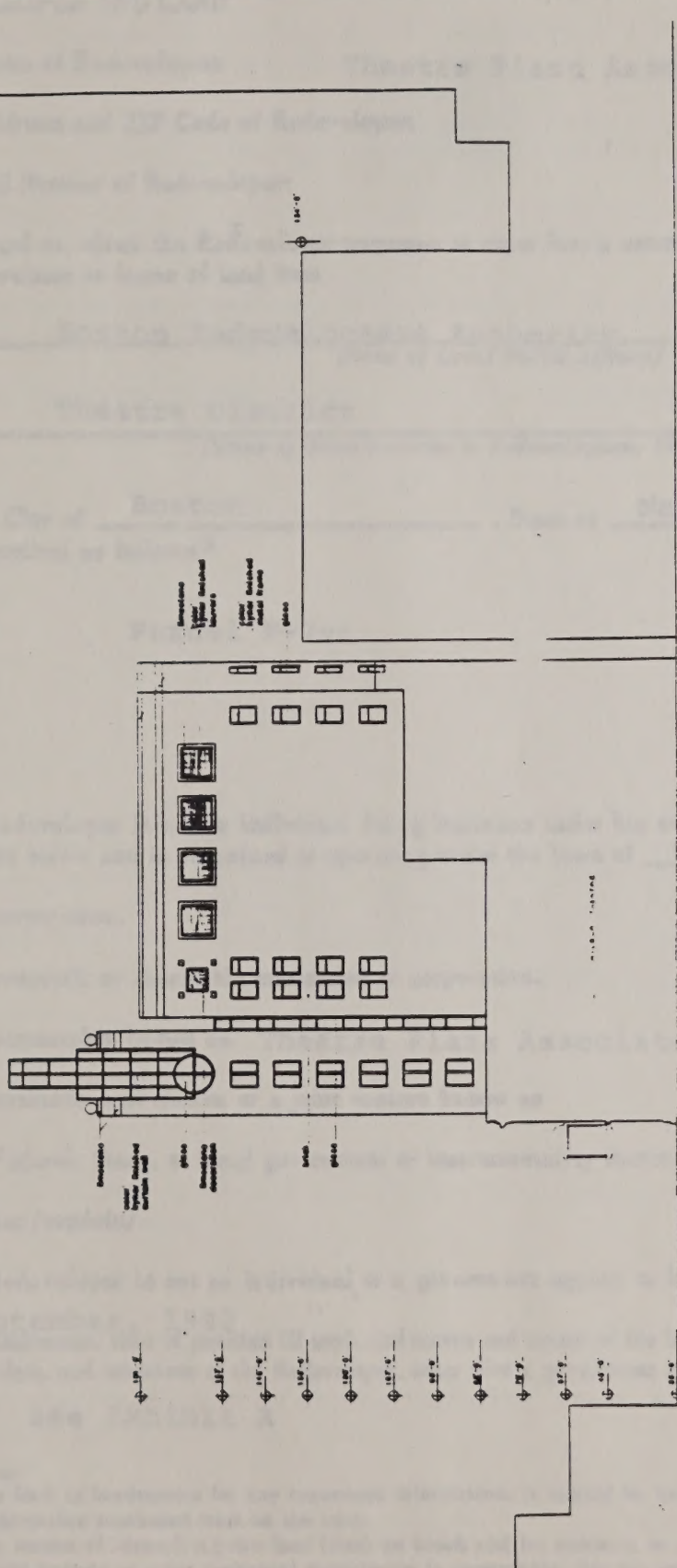
SCHEMATIC SUBMISSION

ONE THEATRE PLAZA

SOUTH ELEVATION

A-6

PROJECT NO. 2220
DATE: JAN 24, 1986
SHEET NO. 1 OF 1
SCALE: 1/8" = 1'-0"



ONE THEATRE PLAZA
S B R A
JUNE 1986

PLEASE NOTE: THERE IS NO PAGE 4.

PART I

MUD-46
(9-)

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Theatre Plaza Associates
b. Address and ZIP Code of Redeveloper:
c. IRS Number of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to the purchase or lease of land from

Boston Redevelopment Authority
(Name of Local Public Agency)

in Theatre District
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts
is described as follows²

Parcel P-7-c

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the indicated below and is organized or operating under the laws of Massachusetts

- ☐ A corporation.
☐ A nonprofit or charitable institution or corporation.
☒ A partnership known as Theatre Plaza Associates
☐ A business association or a joint venture known as
☐ A Federal, State, or local government or instrumentality thereof.
☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

September, 1982

5. Names, addresses, title or position (if any), and nature and extent of the interest of the officers and principal shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth follows: see Exhibit A

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is numbered under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percentage of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percentage of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 who gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. 3
- b. Cost per dwelling unit of any residential redevelopment. 3
- c. Total cost of any residential rehabilitation 3
- d. Cost per dwelling unit of any residential rehabilitation 3

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation.

<u>TYPE AND SIZE OF DWELLING UNIT</u>	<u>ESTIMATED AVERAGE MONTHLY RENTAL</u>	<u>ESTIMATED AVERAGE SALE PRICE</u>
---------------------------------------	---	-------------------------------------

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We)¹ _____

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: Sept 22, 1982

Dated: _____

Robert T. Keaton
Signature

Signature

Manager
Title

Title

San Carlos North MA office
Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, in the name to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

Exhibit A: Item A (5) Principal Members of Redeveloper

The Newport Group, Inc.
Two Faneuil Hall Marketplace
Boston, MA 02109

50%

Richard L. Pilla
100 Boylston Street
Boston, MA 02116

25%

Herbert P. Gleason, Esquire
Mason & Martin
Sears Crescent
Boston, MA 02108

25%

PART II

HUD-6004
(9-69)

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper: THEATRE PLAZA ASSOCIATES

b. Address and ZIP Code of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

BOSTON REDEVELOPMENT AUTHORITY

(Name of Local Public Agency)

in THEATRE DISTRICT/SOUTH COVE RENEWAL PROJECT

(Name of Urban Renewal or Redevelopment Project Area)

in the City of BOSTON, State of MASSACHUSETTS
is described as follows:

PARCEL P7a

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☐ NO
If Yes, list each such corporation or firm by name and address; specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

4. a. The financial condition of the Redeveloper, as of See Exhibit A (attached), 19____, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

Internally generated

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

SEE ATTACHED EXHIBIT B

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed under-

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT

\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCE

AMOUNT

\$

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE

MORTGAGES OR LIENS

\$

\$

7. Names and addresses of bank references: of Walter Grover & Richard Ruggiero

Mr. Gerard Kennedy Merchants Bank of Boston 484-2800

Mr. Roy Kirkland Essex Bank-Peabody 598-2000

Mr. Brian McDavitt Plymouth Home Bank-Brockton 583-6700

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation or Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, holders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☒ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted or convicted of any felony within the past 10 years? ☐ YES ☒ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach an explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is participate in the development of the land as a construction contractor or builder:

- a. Name and address of such contractor or builder:

- b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☐ NO

If Yes, explain:

- c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

- d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT
\$

DATE TO BE
COMPLETE

e. Outstanding construction-contract bids of such contractor or builder:

AWARDING AGENCY

AMOUNT

3

DATE OPEN

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

- b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

Previously submitted

CERTIFICATION

I (We) 1

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: August 12, 1986

Dated: _____

Walter C. Grover
Signature
WALTER C. GROVER
PARTNER

Signature

c/o THE NEWPORT GROUP, INC.
Two Faneuil Hall Marketplace Boston, MA
Address and ZIP Code 02109

Title

Address and ZIP Code

- ¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper..
- ² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, known to be false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department or Agency of the United States.

Exhibit A

REDEVELOPER'S STATEMENT OF QUALIFICATION AND FINANCIAL RESPONSIBILITY

PART II

Item 4a & b

HUD-6004

Legal counsels to the Developers are currently their joint venture agreements and the legal entities under which this project will conduct its business.

Once the Developers have received their designation from the BRA, the appropriate entities will be created and the services of a major national firm of Certified Public Accountants will be retained.

The personal financial statements of the developers have been previously submitted under a separate cover.

Exhibit B

REDEVELOPER'S STATEMENT OF QUALIFICATION AND FINANCIAL RESPONSIBILITY

PART II

Item 5

HUD-6004

It is the intention of developers to seek a private syndication of the project which will provide both the required equity and permanent financing for the development of the proposed project.

Mr. George Fantini of the Boston Financial Group has given assurances that the project is financable under a variety of options for both the required construction financing as well as for the permanent financing.

Appropriate proposals will be implemented to secure financing after the Developers have received the BRA designation and the construction working drawings have been completed by the architects.

DISCLOSURE STATEMENT CONCERNING BENEFICIAL INTEREST
REQUIRED BY SECTION 40J OF CHAPTER 7 OF THE GENERAL LAWS

- (1) Location: Corner of Stuart and Tremont Street
- (2) Grantor or Lessor: City of Boston
- (3) Grantee or Lessee: Theatre Plaza Associates
- (4) I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the above listed property are listed below in compliance with the provisions of Section 40J of Chapter 7 of the General Laws (see attached Statute).

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

Mr. Richard L. Pilla, 100 Boylston Street, Boston, MA 02116

Mr. Herbert P. Gleason, Esquire, Mason & Martin, Sears Crescent, Boston, MA 02108

Mr. Richard R. Ruggiero, The Newport Group, Inc., Two Faneuil Hall, Boston, MA

Mr. Walter C. Grover, The Newport Group, Inc., Two Faneuil Hall, Boston, MA.

- (5) The undersigned also acknowledges and states that none of the above listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capitol Planning and Operations.

SIGNED under the penalties of perjury.

Signed: *Richard L. Pilla*

Date: July 17, 1986

§ 40J. Disclosure statements of persons having beneficial interest in real property

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the deputy commissioner of capital planning and operation. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital planning and operations disclosing beneficial interest in real property pursuant to this section, shall identify his/her position as part of the disclosure statement. The deputy commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The deputy commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

Added by St.1980, c. 579, § 12.

1980 Enactment. St.1980, c. 579, § 12, was approved July 16, 1980, and by § 66 made effective July 1, 1981.

See, also, note under § 39A of this chapter.

Library References

States ~~49~~ 49.

C.J.S. §§ 145, 149, 150.



March 31, 1986

Mr. Walter C. Grover
Mr. Richard R. Ruggiero
The Newport Group, Inc.
Two Faneuil Hall Marketplace
Boston, MA 02109

Re: Financing Requirement - BRA Parcel 7

Dear Walter and Dick,

This letter will confirm the discussion we had at our recent meeting regarding the available financing alternatives for the proposed 57,000 square foot office building and restaurant to be located on the lot on the corner of Stuart and Tremont Streets - Boston, adjacent to the Wilbur Theatre.

We are confident that a construction loan of \$10-\$11 million dollars can, along with an appropriate combination of equity and permanent financing, be secured for this project.

Based on our successful placement of over \$20,000,000 for The Newport Group, Inc. in 1985 and our previous experience with The Newport Group totalling approximately \$30,000,000 we feel there are regional and/or national institutions with whom we can arrange the financing for a project of this size.

Please let us know if we can be of further assistance.

Very truly yours,

George J. Fantini, Jr.
Senior Vice President

MFG-GJF ltr

STATEMENT OF WILBUR THEATER
IN OPPOSITION
TO DESIGNATION OF PILLA-GLEASON GROUP
AS DEVELOPER OF PARCEL P-7

September 14, 1986

The owners of the Wilbur Theater hereby express their strong opposition to the proposed tentative designation of the Pilla-Gleason group as developers of the P-7 parcel in the South Cove Urban Renewal Project. A letter to Mr. Farrell from the owners, Richard Bader and Charles Parker, accompanies and supplements this formal statement.

I. The Proposed Construction will mean the end of the Wilbur Theater

Boston's Theater District is fragile and under seige. Its future depends upon keeping alive and functioning those few theaters still up and running. One of the most beautiful and precious of those theaters is the Wilbur, an architectural jewel and the sole house in its size range still committed to professional theater. If we lose the Wilbur, Boston will be much the poorer culturally and socially.

Four specific threats to the Wilbur are posed by the Pilla-Gleason proposal, all arising out of the fact that their new plans, unlike the one for P-7 alone submitted by them three years ago, now crowd right up to the theater wall. All arise from the fact that they are proposing what is in effect a joint venture building, a building that only works with the active participation and consent of the Wilbur owners, without ever obtaining that consent or participation.

The threats are as follows:

- a) Egress - now provided in outside fire escapes which will be obliterated by the proposal.
- b) Loading Dock access - now provided through the alley and imperative for the theater's existence.
- c) Construction Period Problems - certain to imperil the ability of the theater to function for 18-24 months. Who will send a show to Boston when access and egress cannot be assured during construction?
- d) Air Rights foundations and supports - the most critical of all, for without the income thrown off by development over the theater itself, the long-term viability of the theater is in jeopardy. The Wilbur

shares these air rights with the New England Medical Center. Both parties will lose them if this proposal proceeds. For the Wilbur, that loss will be fatal.

II. The BRA Board Should Grant the Wilbur and the New England Medical Center jointly the Right to Submit a Proposal for P-7 and their Air Rights over the Wilbur

The Pilla-Gleason group held their tentative designation for the P-7 site for three years and were unable to make the proposal work. The memorandum to the Board recognized that the Pilla-Gleason group presently have no legal standing at this point at all as a designated developer, for it proposed giving them another, new tentative designation for this new, reconfigured site.

They now come before this Board with a totally different proposal, 40% larger than before, a different design, dependent upon abutting directly on the Wilbur's wall. It is unfair to permit this total revision of the parameters of the public competition held three years ago without giving the other competitor the right also to submit its revised proposal for the site. Basic fairness and equity requires no less.

This Board should not permit the publicly announced rules to be changed for the benefit of someone who couldn't perform under them without also giving the only other party who submitted a proposal a like opportunity to show what it can do under those new rules. If the competitive RFP process is to have any integrity, the rules must not be changed for one competitor alone.

We therefore request that the Board reopen the competition for P-7 to both parties to the prior competition under rules that insure the continued vitality of the Wilbur, its air rights, egress, loading access and ability to utilize its building during construction, whoever wins that competition. We will do our best to present to you a proposal which will both enhance the Theater District and insure the fiscal and theatrical health of the Wilbur Theater.

Respectfully submitted,

WILBUR THEATER

By: John Bok
Its attorney

Csaplar & Bok
One Winthrop Square
Boston, MA 02110
357-4400

246 Tremont Street
Boston, Mass.

September 6, 1986

Mr. Farrell
Chairman
Board of Trustees
Boston Redevelopment Authority
City Hall
Boston, Mass.

Dear Mr. Farrell:

At one time there were thirty theatres presenting live stage performances in Boston, today only 4 legitimate houses remain. The viability of these four is also threatened, and of the four, the Wilbur Theatre's existence, because it is the smallest, and has fewer seats to sell, is the most precarious. Because of its limited number of seats the Wilbur can not draw enough of the limited available theatrical product to exist. Box office receipts for hit shows, with capacity audiences, can rarely if ever, equal presenting costs.

However, built in 1914, the Wilbur Theatre is one of the architectural and theatrical jewels of Boston. Its intimate design continues to represent a performance space that most actors, directors and designers describe as one of the best theatres in the country. Indeed, there are some artists and directors such as Lily Tomlin and Mike Nichols who insist upon playing the Wilbur before going on to Broadway.

Before you and the Boston Redevelopment Board is a proposal to develop Parcel P 7 and Dore Street by Messers Pilla and Gleason. This proposal would deliver the final death blow to the Wilbur. It can not deal with the critical issues of fire egress for Wilbur audiences and the problem of loading in sets and costumes for Wilbur productions. In addition these problems would be exacerbated during construction. Most importantly however, their proposal would deny to the Wilbur forever life sustaining income necessary for its survival. We as owners of the Wilbur, have proposed an alternate development plan that would combine Parcel P 7, Dore Street and the air rights over the theatre. It results in a financially and architecturally more viable project. It unifies the corner site, the Wilbur and Wang

WILBUR THEATER

Center and adds on additional performance space for Boston's homeless arts organizations. It does all of this for Boston and it saves the Wilbur by guaranteeing life sustaining development income to the theatre.

Even though we have yet to be given the opportunity to present our views to the Board of Trustees of the BRA we have developed a feasibility study with our architects, C.B.T. of 306 Dartmouth Street, which shows that our proposal can be built, marketed and financed on a viable basis.

We further believe that any development proposal contiguous to the Wilbur, because of the lot size and proximity to the theatre must be integral to it's operations, and must be developed and controlled by its owners, who are knowledgeable of the theater business and have the best opportunity to make the project a success. Our proposal is the only viable solution to the requirements of the site and this is borne out by the fact that Messers Pilla and Gleason have had the right to develop P 7 for several years and have not been able to close on any financing during that period.

Our original purchase of the Wilbur was backed by the City and at that time when we expressed the need to develop P 7 to make the Wilbur financially secure we were given every encouragement. This policy was then unilaterally reversed when the BRA gave tentative designation for the development of the Parcel to the Pilla-Gleason team. Despite this reversal, and despite the hardship of operating a theatre with a limited number of seats, we have not only maintained the Wilbur for these last five years as an operating theatre but have won the Boston Critic's Circle Drama award for the last three years in a row. In addition, in our five years of ownership, 5 Tony awards have gone to productions that have first been presented at the Wilbur. To continue this outstanding record we must be allowed to develop Parcel P 7 and Dore Street in the most optimal manner.

We recognize that there are questions about the financial standing of the Wilbur. We wish to assure you of our financial stability and commitment to the Wilbur and to Boston. We have

reorganized our partnership and replaced our third partner with a new, substantially stronger one. Our mortgage with US Trust has been entirely paid off and an outstanding City tax bill is being retired via a mutually agreed upon payment plan.

The type of combined development envisioned by our proposal, including the construction of commercial, retail and restaurant space is an extension of a strategy that is now being used by arts and performing arts institutions across the country. Such proposals include the Co-operative apartments built by the Museum of Modern Art, an office tower in construction by Carnegie Hall, an office/residential complex being planned by Lincoln Center and a new office/residential tower combining a Shubert owned theatre, a parking lot and air rights development.

You must also consider the very real need for small theatre space which has been championed by the Commissioner on the Arts, Mr Bruce Rossley. We are working with the Boston Shakespeare Company and other small performing arts groups to solve this problem too. Thus our development proposal calls for the inclusion of an additional 400 seat flexible performance space. On another level we are pursuing joint venture productions with other Boston based theatre companies and producers.

Our plan calls for the utilization of the air rights over the Wilbur for the development of the proposed structure. You are no doubt aware that as a part of the sale of the Wilbur by the New England Medical Center, it retained certain rights above our air space for future expansion. Since the sale, the New England Medical Center has been extremely supportive of the Wilbur as a theatre as it has of the Wang. We know the Medical Center has expressed concerns about the preservation of its air rights for future hospital use. Similar to their concerns, ours too, center on the impact of the proposed development upon the future use of these air rights. These are certainly critical issues that should be addressed prior to any future designation for the development of the P 7 Parcel and Dore Street.

Page 4

In conclusion, given the devastating effect on the Wilbur Theatre of the Pilla-Gleason proposal, as opposed to the financially dynamic plan of the Wilbur's owners, coupled with the need of Boston's small theatre companies for more performance space, and finally the joint air rights development interest of the Wilbur Theatre and the New England Medical Center, we urge you to reject the Pilla-Gleason request for redesignation and that we be given an opportunity to describe our plan in detail to you.

Enlightened cities throughout the country are doing everything they can to save their threatened, beautiful, old theatres. The Wilbur is the best such facility that we have in America. Should not Boston with its long and distinguished cultural tradition, encourage and aid its survival, especially when it will cost the city nothing, only an enlightened designation.

May we suggest that you visit the Wilbur, so that you may better understand why the Wilbur is indeed the jewel in the crown of Boston's theatre life. If it closes and its lights go out Boston will have lost a theatre of national renown and sparked an aroused citizenry, determined to preserve it.

Sincerely yours,

Richard Baden Kramer Parker

The Wilbur Theatre

WILBUR THEATER

BOSTON REDEVELOPMENT
AUTHORITY

MASON & MARTIN
LAWYERS
SEARS CRESCENT
GOVERNMENT CENTER
BOSTON, MASSACHUSETTS 02108

SEP 23 4 29 PM '86

PHILIP A. MASON
THOMAS H. MARTIN
CLAIR A. CARLSON, JR.
ALAN GARBER

TELEPHONE: (617) 742-7020
CABLE: "MAMA" BOSTON

HERBERT P. GLEASON
COUNSEL

September 23, 1986

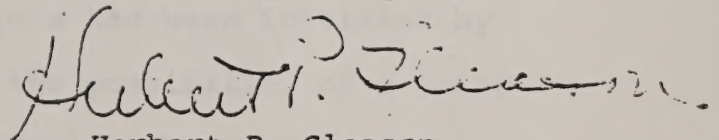
Members of the Board
Boston Redevelopment Authority
City Hall
Boston, MA 02201

Gentlemen:

I am pleased to enclose Theater Plaza Associates' Response, as requested by the Authority on September 9. We will be glad to answer any further questions you may have at the Board Meeting on September 25.

I will appreciate your favorable action on our proposal.

Yours very truly,



Herbert P. Gleason

HPG/sm
Enclosure

MEMORANDUM

To: Members of the Board
Boston Redevelopment Authority

From: Theater Plaza Associates

Date: September 23, 1986

RESPONSE OF THEATER PLAZA ASSOCIATES TO STATEMENT OF
WILBUR THEATER IN OPPOSITION TO THEIR DESIGNATION AS
DEVELOPERS OF PARCEL P-7

On July 1, 1982, the Boston Redevelopment Authority invited proposals for the development of Parcel P-7 in the South Cove Urban Renewal Area. From the very outset two groups were interested in the parcel: One headed by Richard Bader and Charles Parker of New York, who purchased the Wilbur Theater on July 15, 1981, and the other headed by Richard L. Pilla, then president of the Boston Theatre District Association. Already in the summer and fall of 1981 discussions had been initiated by Theater Plaza Associates to explore the possibility of a joint submission for development of the parcel. The owners of the Wilbur Theatre declared that they were not interested in participating in a joint venture and asked Richard Pilla to refrain from submitting an independent proposal, representing that they had been assured by the previous administration that they would be given rights to develop Parcel P-7. When Richard Pilla refused to withdraw, the owners of the Wilbur commenced proceedings to evict Piaf's Restaurant, owned and operated by Mr.

Pilla, from the Wilbur where it had operated with much acclaim since October, 1979.

On September 22, 1982, Theater Plaza Associates and the Wilbur Group each submitted proposals for the development of Parcel P-7. After initial review of the two proposals the BRA staff decided that both development teams should proceed to the next stage of the review process within final design guidelines. Those guidelines provided:

"The parcel is located within the South Cove Urban Renewal Plan and is bounded by Tremont Street, the Dore Street mid-line, the Metropolitan Center and the southerly realignment of Stuart Street. The Authority will consider the area beyond the Dore Street mid-line for inclusion in the development parcel provided that adequate access, egress and easements are allowed for the Wilbur Theatre.

A 20' street level easement on the easterly portion of the site must be maintained to allow access to Wilbur Theatre loading dock.

Commercial office space is the preferred use on upper floors. Institutional use is not permitted.

Plans and figures should be demonstrated to show conformity with the FAR of 10."
(emphasis in original).

Final proposals were submitted by both groups on September 22, 1983. Theater Plaza Associates proposed building to the center line of Dore Street, while the Wilbur Group proposed building to the wall of the Wilbur, closing Dore Street altogether. Both proposals included a 20' easement under the easterly portion of the building to allow access to the Wilbur

loading dock. Neither party proposed construction in the airspace over the Wilbur. On September 29, 1983, the Authority voted Tentative Designation to Theater Plaza Associates as redeveloper of Parcel P-7.

On December 22, 1983, an associate of John Bok wrote to Theater Plaza Associates:

"Mixed use development on Parcel P7-C and a strong theatre enterprise can be made to work together to enhance the vitality of each. Design concepts to achieve this integration include the free flow of people in lobby areas to both theatre and restaurant; the creation of interior and exterior visual vitality for both buildings as seen from the sidewalks and streets; use of elevators and lavatories in the development building to provide amenities for the handicapped, including access to the Wilbur's mezzanine and balcony which are now inaccessible to the handicapped; elimination of the alley known as Dore Street, now an essential part of the Wilbur operation, and the incorporation of that space into the footprint for a larger development building than can be built solely on Parcel P7-C; a substitute delivery route for scenery and other theatre equipment through the ground floor of the development building in a manner more efficient than the BRA specs require; and sensitive blending of the Wilbur's historic front and side facades with the architecture of the development building."

Unfortunately, discussions were not productive.

Upon his appointment as Director of the Boston Redevelopment Authority in 1984, Stephen Coyle undertook to review the Tentative Designation made by the Authority and on December 19, 1984, asked Theater Plaza Associates and the Wilbur Group again to attempt to agree on a joint proposal for the development of Parcel P-7. On January 10, 1985, for the first time, the Wilbur

Group proposed building in air rights over the Theater. Theater Plaza Associates and the staff of the Authority reviewed the feasibility of Wilbur's proposal. Both concluded that the plan was not financially viable. It would have required devoting most of the building on Parcel P-7 to core uses servicing floors over the Theater, which could not command high rents since they would have windows on only one side. On May 17, 1985, Stephen Coyle decided to proceed with Theater Plaza Associates as developer (copy enclosed).

There followed prolonged design review with the BRA staff culminating in an improved schematic design for the project. On August 14, 1986, the staff recommended those revisions to the Tentative Designation of Theater Plaza Associates to the Board of the Authority. At the request of Wilbur Group's attorney, John Bok, the Authority deferred action on the matter until September 9 when the staff again recommended revisions to the Tentative Designation of Theater Plaza Associates. Again John Bok asked that the matter be deferred, saying that he had not known of the scheduled meeting. The Board then instructed the Wilbur Group to submit its objections to Theater Plaza Associate's Proposal and its alternative plan for development of the site by September 19 and Theater Plaza Associates to submit a reply by September 23.

This recitation of the background of the controversy over Parcel P-7 has been set out at length because it refutes the criticisms contained in the September 19 submissions of the Wilbur Group.

Turning first to John Bok's statement on behalf of the Wilbur Theater dated September 14, 1986, we will take up his points in order:

I. The principals of Theater Plaza Associates all recognize that the Wilbur Theater is an architectural and theatrical jewel which must be preserved. They are among those individuals urging the Landmarks Commission to designate the Theater as a landmark to safeguard it during an era in which the dearth of shows coupled with recent mismanagement has seen it dark for 220 out of 260 weeks in the last five years. None of the actions proposed to be taken by Theater Plaza Associates pose threats to the integrity or functioning of the Theater.

a) Egress - Theater Plaza Associates of course means to provide better interior egress from the Theater within their building in place of the ugly and precarious exterior fire escapes which presently deface the north wall of the Theater -- the same solution the Wilbur Group contemplated in the building they proposed to construct up to the wall of the Theater.

b) Loading Dock Access - Loading dock access has always been required by the BRA Guidelines from Stuart Street rather than the alley (Dore Street) and has always been accepted in the Wilbur Group's designs of a building on Parcel P-7.

c) Construction Period Problems - Any construction whether by the Wilbur Group or Theater Plaza Associates on Parcel P-7 poses logistical problems which must be resolved harmoniously. Access and egress can certainly be assured according to an agreed

construction schedule.

d) Air Rights foundations and supports - Theater Plaza Associates can include foundations and supports at the Wilbur Group's expense for air rights construction over the Theater, if the Wilbur Group will specify what it requires. As to development of air rights by New England Medical Center, the BRA's prohibition of institutional uses in its 1982 Guidelines for the project would have to be deleted.

II. Mr. Bok asks the BRA Board to grant the Wilbur and New England Medical Center jointly the right to submit a proposal for Parcel P-7 and their air rights over the Wilbur. The Authority staff has, at Mr. Bok's request, already once granted the Wilbur Group an opportunity to submit a proposal for the development of air rights over the Theater. It delayed the project for at least six months and was finally found to be infeasible by the Authority staff. Granting a re-review, as Mr. Bok requests, would only further delay the project.

Theater Plaza Associates has had its Tentative Designation as developer of Parcel P-7 for almost 36 months, 13 months of which were consumed in reconsideration demanded by the Wilbur Group and 9 months in design review. Theater Plaza Associate's financing has been assured for at least a year.

The larger building developed during design review process with the Authority staff is within the Authority's original guidelines. Like the Wilbur Group's earlier proposal, Theater Plaza Associate's building now occupies all of Dore Street, comes

closer to a floor area ratio of 10 and preserves, through a transparent portion, the public view of the north elevation of the Theater. There is no change in the parameters of the public competition held three years ago. Indeed, anyone familiar with modifications and refinements which occur during the period of a developer's Tentative Designation will recognize these as commonplace, far less extensive, say, than changes made between Tentative and Final Designation by the developers of Rose or Lincoln Wharves. The Wilbur Group made a proposal which filled the site to the maximum extent allowed by the BRA guidelines. It can hardly complain now that Theater Plaza Associates is being allowed to do the same thing.

The Board should not accede to the Wilbur Group's request that it reopen the competition for P-7 to both parties. That will only occasion, to use the words of the Director, "months and months and months and months and months and months" of further delay at great cost to other businesses in the Theater District who anticipated a far earlier redevelopment of Parcel P-7.

III. As to the points raised by Richard Bader and Charles Parker in their letter to Mr. Farrell dated September 6, 1986, they are quite in error to count only four legitimate theaters in Boston today. There are at least nine including the following: the Colonial, the Shubert, the Wang Center, the Opera House, the Next Move, the Charles Playhouse, the Huntington, the America Repertory, and the New Erlich. The Wilbur is far from the smallest or the most precarious. To be sure it does seem, under

its present management, that "the Wilbur can not draw enough of the limited available theatrical product to exist." If that is, as they say, because "of its limited number of seats", one wonders if they propose to preserve it. They say "life sustaining income necessary for its survival" can be derived from their development of Parcel P-7 and air rights over the Theater only three stories of which they will own. As set forth above, review by the Authority's staff of the Wilbur Group's air rights proposal found it to be financially infeasible.

The Wilbur Group acknowledges that it owes the City taxes -- in fact a total as of July 31, 1986, of \$123,434 for the four years 1983-1986. We have been unable to confirm their assertion that they are "being retired by a mutually agreed upon payment plan."

In their letter Messrs. Bader and Parker introduce a wholly new element. They state that their "development proposal calls for the inclusion of an additional 400 seat flexible performance space." Surely one must ask, "Where?" In the present auditorium? Six stories above the street over the present auditorium with elevators suitable for the Boston Garden?

There have been enough delays on this project. A handsome workable proposal with financing has been submitted by Theater Plaza Associates and recommended by the Authority staff. The Board should approve it at the meeting on September 25, imposing whatever safeguards it deems necessary to assure that the project in no way hinders the operation of the Wilbur Theater and indeed

BOSTON
REDEVELOPMENT
AUTHORITY

MAY 21 1985

Stephen Coyle/Director

One City Hall Square
Boston, MA 02201
(617) 722-4300

May 17, 1985

Mr. Herbert Gleason
Mason & Martin
Sears Crescent Building
Government Center
Boston, MA 02108

Dear Mr. Gleason:

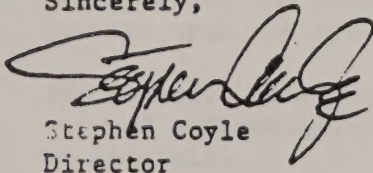
Since early January, I have been reviewing with my staff the discussions between representatives of the Wilbur Theater Corporation and the Theater Plaza Associates concerning a joint venture development for Parcel P-7. Based on the information presented and analysis of the development feasibility of an expanded development, I have made the decision to proceed with your development team, Theater Plaza Associates.

My decision follows a thorough review of the project information presented in these meetings and my conclusion that your proposal is both financially feasible and sensitive to the design and environmental issues of the Theater District area.

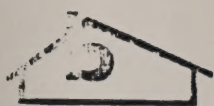
I look forward to working with you and your team through the design and environmental review process. Upon the conclusion of our reviews, the BRA Board will consider you for final designation.

Thank you for your continuing commitment to this important area of the city.

Sincerely,



Stephen Coyle
Director



berman & sons inc. 100 boylston street, box 39, boston, massachusetts 02117-9998 - 617-350-6025

*Pyggy's
Allen*

[Handwritten flourish]

September 24, 1986

Mr. Robert L. Farrell, Chairman
Boston Redevelopment Authority
Boston City Hall, 9th Floor
Boston, Massachusetts 02201

Sir:

Re: Pilla-Gleason Development Plan. Stuart & Tremont Streets.

As owner of the Colonial Theatre on Boylston Street, I have been following with great interest the proposed development of the parcel of land at the corner of Stuart and Tremont Streets.

I urge you to act favorably on the Pilla-Gleason proposal as soon as possible. Further delay will have a deleterious effect on the Theatre District.

Certainly, I concur with the concern for the future of the Wilbur Theater but disagree with the theory that a multi-use complex can guarantee financial success to any theater. The theory is naive.

We have a 100,000 square foot office building over the Colonial Theatre and would make two points about subsidization of theaters. First, there just is not that kind of profit or cash flow from office buildings to provide meaningful subsidization. Secondly, even at no rent, theater in Boston today is in deep trouble for lack of product. When a theater remains dark as do the Wilbur and Colonial so much of the year, it cannot survive under any conditions.

Those of us concerned with the future of theater in Boston must address ourselves to the real problems in the industry and not try to impose our failure upon the real estate development industry.

The greatest good for the theater district will be achieved by the construction of a financially viable commercial structure on that corner as soon as possible.

Yours truly,

Martin S. Berman
Martin S. Berman

MSB/j

cc: Stephen Coyle

Realtors

M E M O R A N D U M

Taken Under Advisement,
 September 9, 1986
 Resubmitted, September 25, 1986
 Revised and Resubmitted,
 December 18, 1986
 Revised and Resubmitted,
 February 19, 1987

TO: Boston Redevelopment Authority and
 Stephen Coyle, Director

FROM: Susan Allen, Assistant Director for
 Development and Urban Design
 Pamela Wessling, Project Coordinator

SUBJECT: South Cove Urban Renewal Project, Mass. R-92
 Revised Tentative Designation of Theater Plaza
 Associates as Redeveloper of Parcel P-7

Parcel P-7 is a cleared site containing approximately 5,787 square feet of land located at the southeast corner of the intersection of Tremont and Stuart Streets. The site is bounded on the south by the Wilbur Theater and on the east by the stagehouse of the Wang Center for the Performing Arts.

On July 1, 1982 the Authority authorized the Director to solicit developer interest in South Cove Parcel P-7, and on September 22, 1982 the Authority received two proposals which were reviewed by staff. On September 29, 1983 the Authority granted tentative designation to Theater Plaza Associates to redevelop Parcel P-7. At that time the proposal was to construct a ten-story building of approximately 40,800 square feet on a site of approximately 4,680 square feet. The new building was to include 33,700 square feet of office space and 7,100 square feet of retail/restaurant space in the basement and ground floor.

Since that time the proposal and the partnership have changed, as described below, from that which received tentative designation in 1983. The changes are incorporated in the "Terms and Conditions for Revised Tentative Developer Designation", attached hereto.

The Newport Group, Inc. has joined Mr. Richard Pilla and Mr. Herbert Gleason as partners in Theater Plaza Associates, replacing Mr. George Apostolicas. Principals of the Newport Group are Richard R. Ruggiero and Walter C. Grover whose company has developed a number of office condominium projects in Massachusetts and is currently constructing Essex Green, a mixed-use office and residential project on 23 acres in Peabody.

At a meeting of the Authority on September 9, 1986, a proposal was put forward to expand the site available to the developer from approximately 4,153 square feet to 5,787 square feet with the addition of the 12.5 foot wide alley adjacent to the Wilbur Theater which was once half of discontinued Dore Street.

The Authority heard comments from a representative of the owners of the Wilbur Theater who objected to the potential loss of fire egress, among other concerns. The Authority directed the abutter to prepare a list of concerns, requested that Theater Plaza Associates respond in writing to those concerns, and that staff analyze the issues for the Authority. (See attachments.)

In order to maintain fire egress for the Wilbur Theater it was proposed to the Board on December 18, 1986 that two-thirds of the alley, a strip of land approximately 8 feet wide and totalling approximately 1,000 square feet, be reserved by the Authority to preserve fire egress of the Wilbur Theater. In the future, the Authority may choose to lease or convey that land to the Wilbur Theater, to a joint venture of Theater Plaza Associates and the Wilbur Theater, or others as the Authority sees fit.

Thus, in order to reach a compromise on issues raised by the abutter, the project as proposed would decrease by approximately ten thousand square feet from that presented to the Authority on September 9, 1986. At that time a building of 57,140 gross square feet was proposed. The project proposed today will include approximately 53,000 gross square feet, including the basement, of which approximately 43,000 gross square feet is office space with the remaining space on the basement and ground floor devoted to restaurant space. However, the FAR of 10 and height of 10 stories (approximately 132 feet to the top of the occupiable space) remains the same as in the 1983 and September 1986 proposals. The developer will reserve the right to study the feasibility of including housing in the project, a use which is not prohibited by the guidelines.

The current proposal includes an open loggia at the corner of Tremont/Stuart Streets which will provide space for cafe tables in the summer and spillover space for pre-theater and intermission crowds at the Wilbur Theater. A visual easement at this corner will preserve the public view of the 30 foot wide marble, brick, and ironwork facade of the Wilbur Theater. Office space will be constructed over the loggia and will culminate in an illuminated tower to serve as a Theater District landmark. The proposal includes sidewalk improvements on Tremont and Stuart Streets and a trompe l'oeil mural on the Stuart Street facade of the Wang Center stagehouse. The architect for both the 1983 and 1986 proposals is Shepley, Bulfinch, Richardson & Abbott.

The project will strengthen the Cultural District in several ways. The restaurant will include a cabaret, expanding cultural activities there. The illuminated tower will serve as a beacon and focal point in the district. In addition, the developer has offered to make a contribution of 2.5 percent of the above grade construction costs, or approximately \$250,000, for off-site Cultural District improvements. This is approximately \$150,000 beyond the contribution for the arts which was required in the guidelines.

The annual BRA base rent is proposed to increase from \$25,000 rent established in 1983 to \$33,000, an increase predicated on the expansion of the site from 1983 and standard BRA rents for comparable sites. In addition, in accordance with BRA policies, the annual base rent will be adjusted every fifth year by an amount equal to 75 percent of the aggregate increase in the Consumer Price Index (CPI) during the previous five years. The BRA will also receive 15 percent of net proceeds from refinancing, syndications, and sales residuals. If the developer determines with the Authority that the sale of office or residential condominiums would be desirable, the financial terms may be revised at final designation whereby the Authority would receive a percentage of the gross sales proceeds.

In addition to the physical improvements and financial benefits, the project will bring 200 permanent jobs and 150 construction jobs, and the developer will submit a Residents Construction Employment Plan and Employment Opportunity Plan. After careful review of the proposed changes, we recommend that the Authority revise the tentative developer designation for South Cove Parcel P-7.

An appropriate vote follows:

VOTED: That the Authority approves revisions to the tentative designation of Theater Plaza Associates as redeveloper of South Cove Parcel P-7, said tentative designation being subject to the terms and conditions set forth in "Terms and Conditions for Revised Tentative Developer Designation, Parcel P-7/South Cove Urban Renewal Project Area", dated February 19, 1987 and attached hereto, and being subject to "Resolution of the Boston Redevelopment Authority Re: Tentative Designation of Theater Plaza Associates, Disposition Parcel P-7, South Cove Urban Renewal Project, Mass. R-92", dated September 29, 1983, revised February 19, 1987 and attached hereto. The Authority also approves the change in the partnership to include The Newport Group in place of George Apostolicas.

